

**CITY OF CORRY
RESOLUTION 24-23**

A Resolution of the City of Corry, Erie County Pennsylvania establishing an intermunicipal agreement with the Corry Area School District to assist with the enforcement of violations of 75 Pa.C.S.A. § 3345.1 through the use of an automated stop signal arm enforcement system.

WHEREAS, under 75 Pa.C.S.A. § 3345.1 a school entity is authorized to install and operate a side stop signal area enforcement system for the purposes of enforcing the provisions of 75 Pa.C.S.A. § 3345, which requires driver to stop when buses have stopped to pick up school students; and

WHEREAS, the City maintains the City of Corry Police Department (“CPD”), which provides police protection within the City; and

WHEREAS, the Corry Area School District and the City have determined that it is in their best interests to enter into an Agreement to outline the enforcement responsibilities under 75 Pa.C.S.A. § 3345.1; and

WHEREAS, the City of Corry, pursuant to The Intergovernmental Cooperation Law, 53 Pa. Con. Stat. Ann. §2301 et seq., and the general municipal law, desires to enter into an intergovernmental agreement; and

WHEREAS, pursuant to Section 12434 of the Third Class City Code, 11 Pa. C.S.A. § 12434, and the Intergovernmental Cooperation Law, 53 Pa. C.S.A. §§ 2301–2317, City Council desires to establish and enter into an intermunicipal agreement with the Corry Area School District for the purposes outlined above.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Council of the City of Corry, Erie County, Pennsylvania and it is hereby enacted and ordained as follows:

SECTION 1. The caption of and recitals to this Resolution as set forth above are incorporated herein by reference.

SECTION 2. In accordance with the Pennsylvania Intergovernmental Cooperation Act. City Council authorizes its police department to enter into the Agreement with the Corry Area School District, which is attached hereto as Exhibit A and adopted by reference with the same effect as if it had been set out verbatim in this Section.

SECTION 3. As required by the Intergovernmental Cooperation Act the following matters are specifically found and determined:

- A. The conditions of the agreement are set forth in the Agreement.
- B. The Agreement shall remain in effect, unless otherwise terminated or extended in accordance with the terms of the Agreement.
- C. The purpose and objectives of the Agreement are set forth in the Preamble of the Resolution and the Agreement.
- D. No financing is proposed by the Agreement.
- E. The current organizational structure for the responsibilities, obligations, and interactions between the City through its Police Department and the School District is described in Exhibit A.
- F. All property, real or personal, shall be managed and disposed of by the owner of such property.
- G. Each party has the power to enter into contracts for policies of insurance and other employee benefits for their respective employees.

SECTION 4. Modification. City reserves the right to modify, supplement, or amend the Agreement from time to time by resolution or ordinance.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person(s) or circumstances is for any reason held to be invalid or unconstitutional by any court, such holding(s) shall not be construed to affect the validity of any of the remaining provisions of the Resolution. It is hereby declared the legislative intent that this Resolution would have been adopted had such invalid or unconstitutional provision or its application not be included herein.

SECTION 6. Repealer. Any other Ordinance, Resolution, or parts thereof inconsistent with this Resolution shall be and are hereby expressly repealed.

SECTION 7. This Resolution shall take effect and be in force immediately.

ADOPTED this 15th day of July, 2024.

ATTEST:

Laura L. Thomas, City Clerk

Michael E. Baker, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR BUSPATROL ENFORCEMENT SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the **CORRY AREA SCHOOL DISTRICT**, with its principle offices located at 534 E. Pleasant Street, Corry PA 16407, hereinafter referred to as the “District”

AND

The **CITY OF CORRY POLICE DEPARTMENT**, with its principle offices located at 20 E. South St, Corry PA 16407, hereinafter referred to as the “Law Enforcement Agency.”

WHEREAS, at its regularly scheduled meeting held on July 15, 2024, the City Council of the City of Corry passed Resolution 24-23, which authorize the City of Corry Police Department to enter into an intergovernmental agreement to assist with the enforcement of violations of 75 Pa. C.S.A. § 3345.1 through the use of an automated stop signal arm enforcement system; and

WHEREAS, at its regularly scheduled meeting to be held on August 12, 2024, the District’s Board of School Directors approved an agreement with BusPatrol America, LLC to provide a stop arm signal arm enforcement system on each bus pursuant to 75 Pa.C.S.A. §3345.1(g) for the purpose of enforcing violations of 75 Pa.C.S.A. §3345, which prohibits the driver of a vehicle from meeting or overtaking any school bus stopped on a highway or trafficway flashing its red signal lights. This agreement is referred to hereinafter as the “BusPatrol Agreement”; and

WHEREAS, 75 Pa.C.S.A. §3345.1(g)(3) further authorizes the District to enter an intergovernmental agreement with the Law Enforcement Agency to enforce violations of 75 Pa.C.S.A. §3345.1 captured using an automated stop signal arm enforcement system (“the BusPatrol System”) through the issuance of a civil penalty; and

WHEREAS, the District and Law Enforcement Agency mutually desire to enter into such an intergovernmental agreement pursuant to 75 Pa.C.S.A. §3345.1(g)(3).

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Recitals. The recitals stated above are incorporated herein as if more fully set forth.
2. Authority/Jurisdiction to Enforce Violations

- A. For any violation of 75 Pa.C.S.A. §3345.1 captured by the BusPatrol System that occurs within the boundaries of the City of Corry, the Law Enforcement Agency shall have primary authority/jurisdiction to enforce the violation and the Pennsylvania State Police shall have secondary authority/jurisdiction.
- B. For any violation of 75 Pa.C.S.A. §3345.1 captured by the BusPatrol System that occurs in any area that does not have its own local police department, the District, itself or through delegation to its stop arm signal arm enforcement system vendor, may request the Pennsylvania State Police to review the evidence package and enforce the violation. The Pennsylvania State Police shall also have the authority/jurisdiction to enforce a violation that is witnessed by an officer of the Pennsylvania State Police.
- C. This Agreement does not limit the ability or authority of the Law Enforcement Agency to enforce a violation of 75 Pa.C.S.A. §3345 using means that are independent from the Bus Patrol system.

3. Responsibilities of Law Enforcement Agency

The Law Enforcement Agency enforcing a civil violation of 75 Pa.C.S.A. §3345.1 captured by the BusPatrol System shall adhere to the requirements of 75 Pa.C.S.A. §3345.1, as well as any other applicable laws or rules of procedure. As part of its responsibilities, the Law Enforcement Agency enforcing the violation shall:

- A. Prepare evidence certificate and package identified in 75 Pa.C.S.A. §3345.1(d).
- B. Adhere to 75 Pa.C.S.A. §3345.1(e)(2) regarding the use and disclosure of information relating to violations.
- C. Pursuant to 75 Pa.C.S.A. §3345.1(h.2):
 - (1) Review submitted evidence to determine if a violation under this section occurred and electronically certify the notice of violation.
 - (2) Notify the school entity, or the system administrator on the school entity's behalf, of the electronic certification of the notice of violation related to the primary police department's capacity to view and authorize the notice.
 - (3) Restrict the review of submitted evidence under paragraph (1) to an individual who is a police officer.
- D. Comply with the “Notice of Violation” provisions stated in 75 Pa.C.S.A. §3345.1(i.2)(3).

E. Appear as needed at all court proceedings held before a Magisterial District Judge or any other court regarding a violation.

4. Responsibilities of the District

The District shall work with BusPatrol to meet all requirements imposed on the District and BusPatrol pursuant to 75 Pa.C.S.A. §3345.1. As part of its responsibilities, the District shall:

- A. Ensure compliance with 75 Pa.C.S.A §§3345.1(e)(1)(i) and (ii); (e)(1.1)(i); (e)(3) and (e)(4).
- B. Ensure that the manufacturer or vendor of the BusPatrol System submits the information required under 75 Pa.C.S.A §§3345.1(h).
- C. Coordinate with BusPatrol to provide the Law Enforcement Agency enforcing the violation with written documentation that the side stop signal arm enforcement system was operating correctly at the time of the alleged violation and a copy of any video evidence of the alleged violation.
- D. Pursuant to 75 Pa.C.S.A. §3345.1(h), coordinate with BusPatrol to provide the following to the Law Enforcement Agency enforcing the violation:
 - (i) A copy of the recorded image showing the vehicle.
 - (ii) The license plate number and state of issuance of the motor vehicle.
 - (iii) The date, time and place of the alleged violation.

5. Term & Termination

This Agreement shall remain in effect so long as the BusPatrol Agreement remains in effect and shall automatically terminate upon the expiration of the term, or when either party notifies the other in writing of its termination.

6. Amendments

This Agreement may be amended, modified, or waived only by written agreement signed by the all of the parties hereto.

7. Notices. Any and all notices or any other communications herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Superintendent
Corry Area School District

Chief of Police
City of Corry Police Department

8. Governing Law and Venue. This Agreement is governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes that arise under this Agreement, if not resolved in good faith, shall be brought before the Court of Common Pleas of Erie County or the United States District Court for the Western District of Pennsylvania.

9. Non-Assignment. This Agreement, and each and every covenant within, shall not be capable of assignment, unless the express written consent of the School District and the Law Enforcement Agency is obtained.

10. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written, pursuant to the appropriate action of their respective governing bodies.

Corry Area School District

Date

City of Corry Police Department

Chief Michael Cherry

Date

ATTEST:

Date

ATTEST:

Date